

**UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

117 Church Road LLC, a Wisconsin limited liability company,)
Plaintiff,) NO. 24 CV 3226
v.)
SHAYNA MELVANI and)
VINESH MELVANI)
Defendants.) JURY TRIAL DEMANDED

COMPLAINT

I. PARTIES

1. Plaintiff, 117 Church Road LLC, is a Wisconsin limited liability company and a citizen of Wisconsin.
2. Martin Murphy is a resident and citizen of Wisconsin and the sole member of 117 Church Road LLC.
3. Defendant, Shayna Melvani, is a citizen and resident of Illinois.
4. Defendant, Vinesh Melvani, is a citizen and resident of Illinois.

II. JURISDICTION

5. This Court has original jurisdiction pursuant to 28 U.S.C. §1332 in that it involves a civil action where the matter in controversy exceeds the sum or value of \$75,000, exclusive of interest and costs, and is between citizens of different states.

III. VENUE

6. Venue is proper in this jurisdiction pursuant to 28 U.S.C. §1391(b)(2) in that the subject property is located in the Village of Winnetka, County of Cook, State of Illinois.

IV. COUNT I BREACH OF CONTRACT

7. On June 16, 2023 the Plaintiff and Defendants entered into a contract for the sale and purchase of 117 Church Road, Winnetka, IL 60093 at an agreed upon purchase price of \$2,275,000.

8. On June 30, 2023, Defendants attempted to renegotiate the contract price by seeking, in addition to other demands, a price reduction of \$200,000.

9. Plaintiff refused the defendant's demand.

10. Defendants then sought to unilaterally terminate the contract.

11. When Plaintiff refused to agree to terminate the agreement, defendant threatened to record the contract to cloud Plaintiff's title and force its hand.

12. As a result of Defendant's threats, Plaintiff needed to act quickly to mitigate its damages.

13. Plaintiff negotiated with another interested buyer and ultimately sold the property to another party for \$2,100,000.

14. As a result of Defendants' breach of contract, Plaintiff has been damaged in the amount of \$175,000 plus additional holding costs including utilities, taxes, and mortgage interest as well as costs and fees to bring this action.

15. Plaintiff demands trial by jury.

Wherefore, Plaintiff asks that this Honorable Court enter judgment in its favor and against Defendants as follows:

- a. The difference between the contract price of \$2,275,000 and the sale price \$2,100,000 or \$175,000;

- b. Additional holding costs incurred as result of the closing delay, as proven;
- c. Court costs;
- d. Pre-judgment interest;
- e. Attorney fees; and
- f. Such other relief as this Court deems just and fair.

Respectfully submitted,

117 Church Road LLC

By: /s/ Martin J. Murphy
Martin J. Murphy, its' attorney

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